GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT TO LEASE NO. GS-11P-LDC00427 ADDRESS OF PREMISES: Market Square North 401 9th Street, NW Washington, DC 20004

THIS AMENDMENT is made and entered into between:

Square 407 Limited Partnership, hereinafter called the "Lessor", whose address is:

c/o Boston Properties 2200 Pennsylvania Avenue, NW, Suite 200W Washington, DC 20037-1701

and the UNITED STATES OF AMERICA, hereinafter called the "Government".

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to (1) establish the Government's acceptance of the leased space; (2) confirm the square footage of the leased space; (3) establish the Commencement Date of the lease; (4) confirm the Annual Rent for the leased space; (5) confirm the Tenant Improvement Allowance, BSAC amount, and Additional Cash Allowance and Government's use of the funds; (6) confirm the Annual Rent components; (7) confirm the rental abatement; (8) confirm the Commission Credit; (9) memorialize the conversion of unused Additional Cash Allowance to Additional Free Rent; (10) outline the rental payments due, minus free rent, Commission Credit, and additional free rent for the first 18 months of the lease; (11) confirm the Government's percentage of occupancy; and (12) confirm that all other terms and conditions are in full force and effect.

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:	FOR THE GOVERNMENT:			
[See Attached Signature Page for Lessor.]	Kevin M. Terry			
Name:See Lessor.Signatures	Name: Kevin M. Terry			
Title: on page 5 of s	Title: Lease Contracting Officer			
Entity:	General Services Administration, Public Buildings Service			
Date:	Date: Nov. 10, 2022			
WITNESSED FOR THE LESSOR BY:				
[See Attached Signature Page for Lessor.] Name:				
Title:				
Date:				

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution and delivery by the Government, as follows:

- 1. Space Acceptance: This Lease Amendment (LA) No. 1 is issued to reflect the Government's acceptance of the Premises covered by this Lease as substantially complete effective June 8, 2022. In accordance with the paragraph "Acceptance of Space and Certificate of Occupancy (APR 2015)" of the General Clauses (Form 3517B), substantial completion is hereby agreed to be June 8, 2022, and neither party has any unresolved claims for Tenant or Lessor delays. The Lessor and the Government agree that the requirements specifically identified in the existing GSA Form 1204 (Condition Survey Report) dated June 3, 2022, are punch list items. The Lessor is required to complete these punch list items as part of the negotiated lease contract. These punch list items are to be completed no later than November 30, 2022. Within 7 calendar days of the completion date of the punch list items, the Lessor shall coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by Lessor to complete the punch list, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. Notwithstanding the foregoing, the parties recognize that the Government's vendors will be operating in the leased space during the punch list completion duration and the Government will make best efforts to ensure that Government's work does not interfere, impede or delay Lessor's completion of the punch list items.
- 2. <u>PremIses:</u> Based upon the parties' measurement of the Space called for in Section 4.12 of the Lease, the Premises consists of 24,053 rentable square feet (RSF) / 19,005 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on a portion of the fifth (5th) floor of the Building and two (2) parking spaces reserved for the exclusive use of the Government.
- 3. <u>Commencement Date:</u> The firm term of the Lease shall be fifteen (15) years, commencing **June 8, 2022**, and ending **June 7, 2037**.
- 4. <u>Annual Rent:</u> Effective June 8, 2022, the annual rent shall be \$1,046,305.50, payable at the rate of \$87,192.13 per month in arrears, subject to the rental abatement outlined in Paragraph 7, the Commission Credit outlined in Paragraph 8, and the Additional Free Rent outlined in Paragraph 9 below. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$225,267.00, base real estate taxes, amortized Tenant Improvement Allowance (TIA), and amortized Building Specific Amortized Capital (BSAC) as further detailed below.
- 5. **Tenant Allowances:** The following tenant allowances are confirmed.
 - a. **Tenant Improvement Allowance:** Per Section 1.08 of the Lease, the Lessor provided a TIA in the amount of (b) (4) to be amortized in the rent at 0% interest over the firm term of the Lease at the rate of (b) (4) per year. The TIA has been completed, inspected and accepted and fully expended by the Government and has been amortized in the annual rent accordingly.
 - b. <u>Building Specific Amortized Capital:</u> The unadjustable agreed-upon fixed amount of BSAC in the amount of b) (4) has been amortized in the rent at 0% interest over the firm term of the Lease at the rate of b) (4) has per year.
 - c. <u>Additional Cash Allowance</u>: Per Paragraph 7.03 of the Lease, the Lessor provided an Additional Cash Allowance in the amount of \$1,106,438.00. Only \$708,767.61 of the Additional Cash Allowance has been completed, inspected and accepted by the Government as fully expended, leaving a balance of \$397,670.39 which shall be converted into additional rental abatement, as outlined in Paragraph 9 below.
- 6. Rent and Other Consideration: The rent table in Section 1.03.A of the Lease remains unchanged and is only restated below for convenience.



	YEARS 1-5 ANNUAL RENT	YEARS 6-10 ANNUAL RENT	YEARS 11-15 Annual Rent	
SHELL RENT	\$758,361,92	\$806,467.92	\$854,573.92	
OPERATING COSTS ²	/ / / / /			
TENANT IMPROVEMENTS RENT ³ BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(D) (4)			
TOTAL ANNUAL RENT	\$1,046,305.50	\$1,094,411.50	\$1,142,517.50	

1Shell rent calculation:

(Years 1-5) \$31.525 per RSF multiplied by the RSF stated under Paragraph 1,01 (Years 6-10) \$33.52 per RSF multiplied by the RSF stated under Paragraph 1,01 (Years 11-15) \$35.52 per RSF multiplied by the RSF stated under Paragraph 1,01

(b) (4)

7. <u>Rental Abatement:</u> Notwithstanding any of the terms stated above, in accordance with the Lease negotiations, the Lessor has offered free rent to the Government in the amount of \$697,537.04. The application of this free rent shall be as follows:

Month 1 (6/8/2022 - 6/30/2022) Rental Payment of \$66,847.30 minus free rent of \$66,847.30 equals \$0.00 adjusted 1st Month's Rent.*

Month 2 (7/1/2022 - 7/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 2nd Month's Rent.

Month 3 (8/1/2022 - 8/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 3rd Month's Rent.

Month 4 (9/1/2022 - 9/30/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 4th Month's Rent.

Month 5 (10/1/2022 - 10/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 5th Month's Rent.

Month 6 (11/1/2022 - 11/30/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 6th Month's Rent.

Month 7 (12/1/2022 - 12/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 7th Month's Rent.

Month 8 (1/1/2023 - 1/31/2023) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 8th Month's Rent.

Month 9 (2/1/2023 - 2/28/2023) Rental Payment of \$87,192.13 minus free rent of \$20,344.83 equals \$66,847.30 adjusted 9th Month's Rent.

8. <u>Commission Credit</u>: The Commission and Commission Credit stated in Paragraph 1.04 of the Lease shall remain unchanged and is restated here only for convenience. Notwithstanding the "Rent and Other Consideration" paragraph of the Lease, the shell rental payments due and owing under this Lease shall be reduced to fully recapture the Commission Credit outlined in Paragraph 1.04 of the Lease (b) (4) The reduction in shell rent shall commence with the first month of the rental payments due after the rental abatement period and continue as indicated in this schedule for adjusted Monthly Rent:

Month 10 (3/1/2023 - 3/31/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 10th Month's Rent.*

Month 11 (4/1/2023 - 4/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 11th Month's Rent.*

Month 12 (5/1/2023 - 5/31/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 12th Month's Rent,*

Month 13 (8/1/2023 - 6/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 13th Month's Rent.*

Month 14 (7/1/2023 - 7/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 14th Month's Rent.*



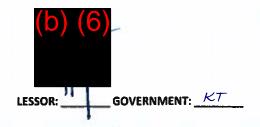
^{*} Month 1 is a partial month.

- * Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."
- 9. Additional Free Rent: As outlined in Paragraph 5 above, the Government only utilized \$708,767.61 of the \$1,106,438.00 in Additional Cash Allowance. The balance (\$397,670.39) shall be converted to additional free rent. Therefore, the rental due for months 15, 16, 17, and 18 (\$87,192.13 per month) shall be fully abated (totaling \$348,768.52), leaving a balance of \$48,901.87. The rental due for month 19 shall be \$38,290.26 (\$87,192.13 minus \$48,901.87).
- 10. The following table illustrates the monthly rent, rent abatement, Commission Credit, Additional Free Rent, and the resulting rent due to the Lessor for the first 19 months of the Lease Term. Beginning with month 20, the monthly rent of \$87,192.13 will commence without reduction. This rental chart is subject to change based on applicable CPI adjustments.

Month #	From	То	Rent	Rent Abatement	BCC	Additional Free Rent	Rent Due to Lessor
1	6/8/2022	6/30/2022	\$66,847.30	(\$66,847.30)			\$0.00
2	7/1/2022	7/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
3	8/1/2022	8/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
4	9/1/2022	9/30/2022	\$87,192.13	(\$87,192.13)			\$0.00
5	10/1/2022	10/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
6	11/1/2022	11/30/2022	\$87,192.13	(\$87,192.13)			\$0.00
7	12/1/2022	12/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
8	1/1/2023	1/31/2023	\$87,192.13	(\$87,192.13)			\$0.00
9	2/1/2023	2/28/2023	\$87,192.13	(\$20,344.83)			\$66,847.30
10	3/1/2023	3/31/2023	\$87,192.13	_	(\$52,603.91)		\$34,588.22
11 .	4/1/2023	4/30/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
12	5/1/2023	5/31/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
13	6/1/2023	6/30/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
14	7/1/2023	7/31/2023	\$87,192.13	*	(\$52,603.91)		\$34,588.22
15	8/1/2023	8/31/2023	\$87,192.13	<u> </u>		(\$87,192.13)	\$0.00
16	9/1/2023	9/30/2023	\$87,192.13			(\$87,192.13)	\$0.00
17	10/1/2023	10/31/2023	\$87,192.13			(\$87,192.13)	\$0.00
18	11/1/2023	11/30/2023	\$87,192.13			(\$87,192.13)	\$0.00
19	12/1/2023	12/31/2023	\$87,192.13			(\$48,901.87)	\$38,290.26
	-		Totals:	\$697,537.04	\$263,019.55	\$397,670.39	

- 11. <u>Percentage of Occupancy:</u> The Government's Percentage of Occupancy, as stated in Paragraph 1.12 of the Lease, shall remain **5.503288** percent (total Government Space of 24,053 RSF divided by the total Building Space of 437,066 RSF).
- 12. All other terms and conditions of the Lease remain in full force and effect.

This document does not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.



LESSOR:

SQUARE 407 LIMITED PARTNERSHIP, a District of Columbia limited partnership

BY: BP MARKET SQUARE NORTH GP LLC, a Delaware limited liability company, a general partner

BY: MARKET SQUARE NORTH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, its managing

member

BY: BOSTON PROPERTIES LLC, a Delaware limited liability company, its general partner

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its managing member

BY: BOSTON PROPERTIES, INC., a Delaware corporation, its general partner

Name: John J. Stroman Title: Executive VP, Co-Head of the Washington, DC Region
Date:
BY: SQUARE 407 GOULD GP LLC, District of Columbia limited liability company, a general partner
BY: GOULD PROPERTY COMPANY, a Maryland corporation, its sole member
BY: (b) (6) Name: (A) (504) (504) Title: (225) (354)
Date: 11/2/22
(b) (6)
Name: Lowerde & But
Title: Authorized Synatory

